

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN TIMBER SALE PROSPECTUS #7603

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on April 16, 2025. LOCATION: BALDWIN OFFICE, 2468 W 24TH STREET, BALDWIN, MI 49304.

<u>PROSPECTUS NOTE:</u> The bidder is advised to inspect the sale area and review the location, estimated volumes, operating costs and contract terms of proposed sales. Please be aware that some landowners may request 60 days or more notice for access across their land.

Notice is hereby given that bids will be received by the Unit Manager, CADILLAC MANAGEMENT UNIT, for certain timber on the following described lands:

Stratford Complex (63-020-24) / T24N, R05W, SEC. 6, NENE,S1/2NE,N1/2SE.

T24N, R05W, SEC. 7, E1/2NW, NE, SW, SE.

T24N, R06W, SEC. 12, SESE.

Missaukee County, Advertised Price \$150,667.60, 228.7 Acres, Aspen, Hardwood.

SALE NOTE: A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions.

GNA2 Sundown (63-806-24) / T20N, R11W, SEC. 10, S1/2NW,N1/2SW.

T20N, R11W, SEC. 9, SENE.

Lake County, Advertised Price \$224,480.40, 68.6 Acres, Red Pine, Hardwood.

SALE NOTE: The area encompassed by this timber sale is not certified to the standards of the Forest Stewardship Council (FSC) or the Sustainable Forestry Initiative (SFI). Forest products from this sale may not be delivered to the mill as "FSC and / or SFI certified". The lands within this sale belong to the National Forest system and are being managed by the State as part of a Good Neighbor Authority (GNA) agreement. Please contact Joel Taylor with any questions, 231-429-7704.

Access may be through other public land.

GNA2 Lightfoot (63-807-24) / T20N, R11W, SEC. 10, SW.

T20N, R11W, SEC. 15, N1/2NW,NWNE.

T20N, R11W, SEC. 16, NENE.

T20N, R11W, SEC. 9, E1/2SE.

Lake County, Advertised Price \$222,074.50, 148.5 Acres, Red Pine, Aspen.

SALE NOTE: The area encompassed by this timber sale is not certified to the standards of the Forest Stewardship Council (FSC) or the Sustainable Forestry Initiative (SFI). Forest products from this sale may not be delivered to the mill as "FSC and / or SFI certified". The lands within this sale belong to the National Forest system and are being managed by the State as part of a Good Neighbor Authority (GNA) agreement. Please contact Joel Taylor with any questions, 231-429-7704.

A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions. Access may be through other public land.

# BID INSTRUCTIONS (VER. 10/10/2022):

#### 1. Scheduled Bid Location, Date, and Time (2/11)

Bids must be received by the Unit Manager, BALDWIN OFFICE, 2468 W 24th Street, Baldwin, MI 49304, no later than 3:00 p.m. (local time) on April 16, 2025. For further information concerning this sale, contact David Fisher at 231-745-4651 extension 9064.

#### 2. Bidder's Qualifications (10/22)

If all or part of a timber sale was prepared by a private contractor, the contractor and that contractor's company are not permitted to bid on the timber sale. A person must be 18 years of age or older to purchase timber. Permanent employees of the Department of Natural Resources or members of their immediate household may not bid. Former employees, in the permanent or seasonal class, may not bid until 3 months after the last day of active duty. Bids will not be accepted from individuals or companies appearing on the DNR/FRD No-Bid List. This list contains the names of purchasers who previously failed to execute a contract within 21-days or who have a history of poor performance.

# 3. Preparation of Sealed Bids (5/16)

Bid Forms may be completed online thru Michigan DNR Timber Sale Online Bidding (OLB) at www.michigan.gov/timberbidding or by completing the hardcopy Bid Form found in the Timber Sale Prospectus. Hardcopy Bid Forms shall be manually signed in ink. Registration in OLB is considered your 'signature' for all bids submitted thru that system. Bid prices must be entered for each species and product in the Bid Price column for all material subject to bidding and all fill-in blanks must be completed. If erasures or other changes appear on the hardcopy Bid Form, each erasure or change must be initialed by the person signing the bid.

# 4. Submission of Sealed Bids (5/16)

Bid forms may be obtained from the Unit Manager or thru OLB. Bids may be submitted hardcopy or thru OLB. All hardcopy bids must be submitted on the bid form and in an envelope clearly identified as described in this section. NOTE: Only one bid form per bid envelope. Sealed bids must be submitted to the Unit office designated in the prospectus and must be submitted at or prior to the time established in the prospectus. The envelope should show on the outside (a) the sale name or number and (b) the date and time of bid opening, as shown in the prospectus. Bids received after the time specified in the sale prospectus are late bids and will be rejected.

It is possible for a bidder to submit multiple bids on a single sale. For example, a bid may be submitted hardcopy and a bid may be submitted thru OLB. Or, two bidders from the same company could both submit bids on the same sale. If this were to happen, the State would accept all bids received and award the contract accordingly. All bidding and contractual requirements would apply to all bids received.

# 5. Public Opening of Sealed Bids (7/16)

If conditions permit, the sealed bids will be publicly opened and posted at the time and place set in the prospectus.

If a bidder, present at a bid opening, has submitted bids on more than one sale, that bidder may withdraw their unopened bid envelopes or announce the withdrawal of their online bid after being declared the successful bidder on one sale.

# 6. Award of Contract (1/11)

Award of the contract will be made to the Bidder whose bid, conforming to the prospectus, is most advantageous to the State of Michigan on the basis of total value at rates bid for the estimated quantities. The State reserves the right to reject any bid or waive any minor irregularity in bids received. A written award mailed (or otherwise furnished) to the successful Bidder shall be deemed to result in a binding contract without further action by either party.

# 7. Down Payment (1/11)

The Bidder to whom award is made must make a down payment within 21 days of the sale award. The amount of the down payment will be calculated as shown in the Bond and Payment Schedule of this prospectus. Only cash may be used to meet this requirement.

# 8. Performance Security (1/11)

As guarantee of faithful performance, a cash bond, certificate of deposit, surety bond or irrevocable letter of credit (LOC) is required within 21 days of the sale award. The amount of the performance security is shown in the Bond and

Payment Schedule of this prospectus. If an LOC or surety is used, the coverage must extend for at least 6 months beyond the contract expiration.

#### 9. Worker's Compensation (10/22)

Purchaser shall obtain worker's compensation insurance to cover claims under Michigan's Worker's Disability Compensation Act of 1969 or similar employee benefit act of any other state applicable to an employee. Verification of Worker's Disability Compensation Act Compliance must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. In addition, if applicable, Notice of Exclusion or Certificate of Insurance must also be submitted.

#### 10. Timber Sale Contract (10/22)

Additional conditions and requirements common to all timber sales are listed on the timber sale contract (R4031) and are available on line at www.michigan.gov/timber. Contact the Unit Manager for additional information or a sample contract. Within 21 days of the date of the award letter, the bidder must sign the contract and provide the required down payment, performance security, and verification of worker's disability compensation. The down payment and performance security shall be in accordance with the provisions of the timber sale contract, in the sums stated in this prospectus. If these actions are not taken, then the Bidder, the Bidder's corporation, and the corporation's principals may not be permitted to bid on State timber sales for a period of 3 months after the first offense, 6 months after the second offense, and 1 year after the third offense. An offense will only be counted against the Bidder for 5 years. In addition, the Bidder certifies that if awarded this contract, the Bidder will complete the timber sale contract in accordance with its terms and any modifications thereof including requirements to purchase, cut, and remove the included timber by the expiration date.

Payment Unit values in the State Forest Timber Sale Contract are calculated based on the advertised value of the Payment Unit as a percentage of the total advertised value of the contract. The advertised value of each Payment Unit is given in the Description of Timber by Payment Unit table on the Timber Sale Information page. For example, if the value of Payment Unit 1 is advertised as \$1,500 and the total Timber Sale value is advertised as \$10,000, the contract price for Payment Unit 1 will be 15% of the total bid price (\$1,500/\$10,000 \* 100).

#### 11. Disclaimer of Estimates and Bidder's Warranty of Inspection (10/22)

Before submitting this bid, the Bidder is advised and cautioned to inspect the sale area, review the requirements of the sale contract, and take other steps as may be reasonably necessary to ascertain the location, estimated volumes, construction estimates, and operating costs of the proposed sale. Failure to do so will not relieve the Bidder from responsibility for completing the contract.

The Bidder warrants that this bid is submitted solely on the basis of the Bidder's examination and inspection of the quality and quantity of the timber offered for sale and the Bidder's opinion of the value thereof and the costs of recovery. No reliance should be placed on the State of Michigan's estimates of timber quality, quantity or costs of recovery. Bidder further acknowledges that the State of Michigan: (i) expressly disclaims any warranty of fitness of timber for any purpose; (ii) offers this timber as is without any warranty of quality (merchantability) or quantity and (iii) expressly disclaims any warranty as to the quantity or quality of timber sold.

# 12. Certification and Chain-of-Custody (10/22)

Unless otherwise indicated in the contract under section 7 – Other Conditions of the Sale Specific Conditions & Requirements, the area encompassed by this timber sale is certified to the standards of the Forest Stewardship Council (FSC) - Certificate #SCS-FM/COC-00090N and the Sustainable Forestry Initiative (SFI) - Certificate #NSF-SFIS-5Y031-SF5. Forest products from this sale may be delivered to the mill as "FSC 100% and / or SFI certified" as long as the contractor hauling the forest products is chain-of-custody (COC) certified or covered under a COC certificate from the destination mill. The purchaser is responsible for maintaining COC after leaving the sale area.

# 13. Good Neighbor Authority (GNA) Requirements (10/22)

If the name of this timber sales contains the acronym GNA, it is authorized by the Good Neighbor Authority (GNA) and covered by various agreements between the U.S. Forest Service and the State. The timber sale occurs on federal land and the following conditions apply:

GNA contracts on US Forest Service land will not be awarded to purchasers on the Federal list of excluded parties. The System for Award Management (SAM) will be checked for active excluded parties prior to award of contract. In

addition, the Bidder to whom award is made must complete an Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants (AD-3031).

- 14. Good Neighbor Authority (GNA) Requirements, con't (10/22) Bidder certifies, by signing this bid form, that to the best of Bidder's knowledge that the following representations are accurate and complete.
- a. That the Bidder and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from timber sales (covered transactions) by any Federal department or agency.
- b. That the Bidder and its principals have not within a 3-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. That the Bidder and its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph b of this certification.
- d. That the Bidder and its principals have not within a 3-year period preceding this bid had one or more public transactions (Federal, State, or local) terminated for breach or default of a timber or forest product contract.

Bidders that cannot certify this requirement, in whole or in part, shall submit an explanation with their bid.

Scott Bowen Director

# TIMBER SALE INFORMATION

Stratford Complex (63-020-24)

T24N, R05W, SEC. 6; T24N, R05W, SEC. 7; T24N, R06W, SEC. 12. Missaukee County (Advertised Price \$150,667.60)

SALE NOTE: A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. All units of volume listed below were estimated using the Inventory Manager computer program and the new Michigan taper model. Bids must be at or above the following advertised price for each product and species:

| PRODUCTS & SPECIES | ESTIMATED UNITS* |       | ADVERTISED PRICE |              |
|--------------------|------------------|-------|------------------|--------------|
| Sawtimber          |                  |       |                  |              |
| Mixed Aspen        | 379.8            | MBF   | \$               | 105.00 / MBF |
| Mixed Oak          | 53.8             | MBF   | \$               | 133.00 / MBF |
| Red Maple          | 69.7             | MBF   | \$               | 106.00 / MBF |
| Red Pine           | 32.3             | MBF   | \$               | 108.00 / MBF |
| White Pine         | 46.9             | MBF   | \$               | 75.00 / MBF  |
| Pulpwood           |                  |       |                  |              |
| Balsam Fir         | 52               | Cords | \$               | 35.65 / Cord |
| Black Spruce       | 21               | Cords | \$               | 13.70 / Cord |
| Mixed Aspen        | 1,892            | Cords | \$               | 27.05 / Cord |
| Mixed Hardwood     | 1,147            | Cords | \$               | 20.25 / Cord |
| Mixed Oak          | 149              | Cords | \$               | 42.20 / Cord |
| Red Pine           | 27               | Cords | \$               | 50.55 / Cord |
| White Pine         | 172              | Cords | \$               | 29.30 / Cord |

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 11.62 percent. There are an estimated 4,824 cords on this timber sale, plus or minus 561 cords at the 95% confidence level. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

# **BOND AND PAYMENT SCHEDULE:**

- 1. A bond in the amount of \$15,067.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

|                     | 3 3                         |
|---------------------|-----------------------------|
| PAYMENT UNIT NUMBER | PERCENT OF TOTAL SALE VALUE |
| 01                  | 16.7%                       |
| 02                  | 21.3%                       |
| 03                  | 23.5%                       |
| 04                  | 19.3%                       |
| 05                  | 1.9%                        |
| 06                  | 17.3%                       |

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2028.

# **SALE STATISTICS**

Volumes were calculated in cubic feet using the Michigan taper model. Cubic foot volume includes all wood inside bark for the product indicated. For display purposes, cubic feet were converted to cords and MBF using a simple conversion factor, e.g. 79 cubic feet per cord and 185 cubic feet per MBF. The cubic foot volumes are precise; the cords and MBF volumes are not. Cubic foot volume cannot be directly converted to cords or boards with precision.

# **SALE VOLUMES**

The total estimated sale volume may not equal the sum of the species/products due to the nature of statistical calculations associated with double sampling methodology.

| VOLUME           |             |               | STATISTICAL RA  | ANGE IN CORDS |  |
|------------------|-------------|---------------|-----------------|---------------|--|
| TOTAL CUBIC FEET | TOTAL CORDS | PERCENT ERROR | MINIMUM MAXIMUM |               |  |
| 381,119          | 4,824       | 11.62%        | 4,263           | 5,385         |  |

# **VDU VOLUMES**

A VDU is a Volume Determination Unit. Volumes and their associated statistics are calculated at the VDU level and summarized to the sale level. There is often a one to one relationship between a VDU and a Payment Unit, but not always, depending on the cruise design. Refer to the VDU TO PAYMENT UNIT table.

|        | VOLUME           |             |               | RANGE II | N CORDS |
|--------|------------------|-------------|---------------|----------|---------|
| VDU    | TOTAL CUBIC FEET | TOTAL CORDS | PERCENT ERROR | MINIMUM  | MAXIMUM |
| 29     | 59,266           | 750         | 23.86%        | 571      | 929     |
| 54     | 80,408           | 1,018       | 25.25%        | 761      | 1,275   |
| 61     | 91,992           | 1,164       | 24.71%        | 877      | 1,452   |
| 72     | 64,627           | 818         | 37.14%        | 514      | 1,122   |
| 78     | 76,130           | 964         | 23.87%        | 734      | 1,194   |
| 86     | 8,696            | 110         | 51.18%        | 54       | 166     |
| TOTAL: | 381,119          | 4,824       |               | 3,510    | 6,138   |

# **VDU TO PAYMENT UNIT**

When a VDU is associated with more than one Payment Unit (PU), the VDU volumes are assigned to the PU based on acres of the VDU within the PU.

| VDU    | VDU ACRES | PU | PU ACRES |
|--------|-----------|----|----------|
| 29     | 36.5      | 1  | 36.5     |
| 54     | 36.6      | 2  | 36.6     |
| 61     | 63.1      | 3  | 63.1     |
| 72     | 31.9      | 6  | 31.9     |
| 78     | 44.4      | 4  | 44.4     |
| 86     | 16.2      | 5  | 16.2     |
| TOTAL: | 228.7     |    | 228.7    |

# **DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)**

| PU   | MARKET GROUP      | PRODUCT   | QUANTITY | UNIT  | ACRES | ADVERTISE PRICE |
|--|-------------------|-----------|----------|-------|-------|-----------------|
| 1  | Mixed Aspen       | Sawtimber | 20.9     | MBF   | 36.5  | \$25,148.75     |
|  | B. T. Aspen       |           | 20.9     | MBF   |       |                 |
|  | Mixed Oak         |           | 8.7      | MBF   |       |                 |
|  | /Red (Hybrid) Oak |           | 8.7      | MBF   |       |                 |
|  | Red Maple         |           | 6.7      | MBF   |       |                 |
|  | Red Pine          |           | 32.3     | MBF   |       |                 |
|  | White Pine        |           | 46.9     | MBF   |       |                 |
|  | Balsam Fir        | Pulpwood  | 52       | Cords |       |                 |
|  | Black Spruce      |           | 21       | Cords |       |                 |
|  | Mixed Aspen       |           | 59       | Cords |       |                 |
|  | B. T. Aspen       |           | 59       | Cords |       |                 |
|  | Mixed Hardwood    |           | 107      | Cords |       |                 |
|  | Red Maple         |           | 107      | Cords |       |                 |
|  | Mixed Oak         |           | 42       | Cords |       |                 |
|  | /Red (Hybrid) Oak |           | 27       | Cords |       |                 |
|  | Red Oak           |           | 15       | Cords |       |                 |
|  | Red Pine          |           | 27       | Cords |       |                 |
|  | White Pine        |           | 172      | Cords |       |                 |
| 2  | Mixed Aspen       | Sawtimber | 114.3    | MBF   | 36.6  | \$32,070.15     |
| _  | B. T. Aspen       | Sawumber  | 114.3    | MBF   | 30.0  | \$32,070.13     |
|  | Mixed Oak         |           | 8.0      | MBF   |       |                 |
|  |                   |           |          |       |       |                 |
| Red Oak Red Maple Mixed Aspen B. T. Aspen Mixed Hardwood Red Maple |                   | 8.0       | MBF      |       |       |                 |
|  | · ·               | Deducered | 33.2     | MBF   |       |                 |
|  | -                 | Pulpwood  | 249      | Cords |       |                 |
|  |                   |           | 249      | Cords |       |                 |
|  |                   |           | 380      | Cords |       |                 |
|  | -                 |           | 380      | Cords |       |                 |
|  | Mixed Oak         |           | 25       | Cords |       |                 |
|  | Red Oak           | 0 " 1     | 25       | Cords | 00.4  | *******         |
| 3  | Mixed Aspen       | Sawtimber | 52.7     | MBF   | 63.1  | \$35,312.90     |
|  | B. T. Aspen       |           | 52.7     | MBF   |       |                 |
|  | Mixed Oak         |           | 37.1     | MBF   |       |                 |
|  | Red Oak           |           | 37.1     | MBF   |       |                 |
|  | Red Maple         |           | 29.8     | MBF   |       |                 |
|  | Mixed Aspen       | Pulpwood  | 434      | Cords |       |                 |
|  | B. T. Aspen       |           | 434      | Cords |       |                 |
|  | Mixed Hardwood    |           | 412      | Cords |       |                 |
|  | Red Maple         |           | 412      | Cords |       |                 |
|  | Mixed Oak         |           | 38       | Cords |       |                 |
|  | Red Oak           |           | 38       | Cords |       |                 |
| 4  | Mixed Aspen       | Sawtimber | 94.6     | MBF   | 44.4  | \$29,087.85     |
|  | Quaking Aspen     |           | 94.6     | MBF   |       |                 |
|  | Mixed Aspen       | Pulpwood  | 572      | Cords |       |                 |
|  | Quaking Aspen     |           | 572      | Cords |       |                 |
|  | Mixed Hardwood    |           | 161      | Cords |       |                 |
|  | Black Cherry      |           | 83       | Cords |       |                 |
|  | Red Maple         |           | 78       | Cords |       |                 |
|  | Mixed Oak         |           | 10       | Cords |       |                 |
|  | Red Oak           |           | 10       | Cords |       |                 |
| 5  | Mixed Aspen       | Pulpwood  | 95       | Cords | 16.2  | \$2,919.10      |
|  | B. T. Aspen       | •         | 41       | Cords |       |                 |
|  | Quaking Aspen     |           | 54       | Cords |       |                 |
|  | Mixed Hardwood    |           | 11       | Cords |       |                 |
|  | Black Cherry      | Sawtimber | 3.3      | MBF   |       |                 |
|  | Black Cherry      | Pulpwood  | 1        | Cords |       |                 |
|  |                   | ,         | ĺ        |       | Ī     | I               |
|  | Red Maple         |           | 3        | Cords |       |                 |

# DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU), CON'T

| PU      | MARKET GROUP   | PRODUCT   | QUANTITY | UNIT  | ACRES | ADVERTISE PRICE |
|---------|----------------|-----------|----------|-------|-------|-----------------|
| 5 con't | Mixed Oak      | Pulpwood  | 3        | Cords |       |                 |
|         | Red Oak        |           | 3        | Cords |       |                 |
| 6       | Mixed Aspen    | Sawtimber | 97.3     | MBF   | 31.9  | \$26,128.85     |
|         | B. T. Aspen    |           | 97.3     | MBF   |       |                 |
|         | Mixed Aspen    | Pulpwood  | 483      | Cords |       |                 |
|         | B. T. Aspen    |           | 483      | Cords |       |                 |
|         | Mixed Hardwood |           | 76       | Cords |       |                 |
|         | Red Maple      |           | 76       | Cords |       |                 |
|         | Mixed Oak      |           | 31       | Cords |       |                 |
|         | Red Oak        |           | 31       | Cords |       |                 |
|         |                | TOTAL:    | 582.5    | MBF   |       |                 |
|         |                | TOTAL:    | 3,460    | Cords |       |                 |

# Sale Specific Conditions & Requirements

Sale Name: Stratford Complex Sale Number: 63-020-24 Seq#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted Boundaries (9/19)

The sale boundary and Payment Unit boundaries are marked and identified by red paint and roads. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit line between Payment Unis 3 and 4 is road. The painted boundary line trees are not Included Timber and are to be protected unless marked with orange paint. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

# 2 - Timber Specifications

#### 2.1 - Included Timber

# 2.1.1 - Clearcut Unit(s) with Unmerchantable Trees (6/14)

Within Payment Unit(s) 2 and 4-6, cut all trees that are two (2) inches or more at DBH, except do not cut white pine or red pine. In addition, do not cut any oak that is 22 inches or more at DBH.

# 2.1.5 - Overstory Removal Unit(s) (8/11)

Within Payment Unit(s) 1 and 3, all trees which meet minimum piece specifications in 2.2 Utilization, are designated for cutting, except do not cut white pine or red pine. In addition, do not cut any oak that is 22 inches or more at DBH.

#### 3 - Payments

# 3.3 - Pre-measured Sales

# 3.3.4 - Dividing Payment Units (7/14)

Payment Unit(s) 1-6 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Amendment. There will be only one division per Payment Unit.

# 4 - Transportation

#### 4.1 - Construction

# 4.1.12 - No New Roads (1/12)

No new roads will be permitted in any Payment Unit. All operations are limited to existing roads. Skid trails only will be allowed.

#### 4.2 - Maintenance

#### 4.2.5 - Two Wheel Drive Condition (2/04)

All existing trail roads on and adjacent to the Sale Area must be passable by two-wheel drive traffic for the duration of the sale.

# 5 - Operations

#### 5.2 - Conduct of Operations

# 5.2.1 - Slash

#### 5.2.1.8 - Slash Height (12/08)

No slash or tree tops may exceed 24 inches in height.

#### 5.2.2 - Hazard Trees/Snags

# 5.2.2.1 - Den Trees (10/16)

Obvious hollow and/or den trees shall be protected and left standing unless they are a safety hazard.

#### 5.2.4 - Dead and Down Creation

# 5.2.4.4 - Dead and Down Creation, Grouse (6/18)

To encourage grouse and other wildlife, in Payment Unit(s) 2 and 4-6, leave one, 12-inch diameter or larger log-length (8 foot minimum) piece on the ground for every 2 acres. These trees will be evenly scattered throughout the unit, preferably at least two chains from any roads, two-tracks, or trails open to vehicles. This can be an unmerchantable piece or a full tree. Each log must be clearly identified by a piece of blue flagging.

#### 5.2.22 - Operating Caution

# 5.2.22.1 - Operating Caution (6/11)

It is recommended, but not required, that within Payment Unit(s) 1, cutting, skidding, and hauling occur during dry summer or frozen winter conditions. The reason for the recommendation is because of variable wet areas.

#### 5.2.32 - Decking/Landing Restoration (9/13)

All decking and landing areas must have the surface area restored to a condition equal to or better than before. This is to ensure the proper regeneration of the stand. Wood debris, chips and "cookies" from trimmings must be removed or scattered away from landing and loading areas and may not be windrowed on the edge.

#### 5.2.38 - No Decking Against Live Trees (2/04)

Cut products may not be decked against unmarked or designated leave trees.

#### 5.2.39 - ORV Trail/Route Protection (4/18)

There is an ORV trail or route within the Sale Area and is shown on the Timber Sale Map. Do not cut trees or damage posts with ORV markers. All stumps within 5 feet of the trail must be cut flush with the ground. Maintain a 20-foot-wide slash, debris, and rut free zone daily using the ORV trail or route as the centerline. Do not run equipment down the ORV trail or route. Skidding across the trail or route may only occur in locations approved by the Sale Administrator.

# 5.2.41 - Snowmobile Trail Protection (9/11)

There is a snowmobile trail associated with the sale and is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1. If the trail road is to be used for hauling during the snowmobile season, then a snow-covered base must be left on the trail. The snowmobile trail may only be crossed at right angles. Maintain a 20-foot-wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. No decking of forest products will be permitted along the snowmobile trail. All stumps within 20 feet of the snowmobile trail must be cut at ground level. In addition, any trees cut within 5 feet of the trail must have the stumps removed and be disposed of according to the direction of the Unit Manager or his/her representative.

#### 5.4 - Soil Protection

# 5.4.1 - Rutting Restriction, General (7/16)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads and/or skid trails which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

#### 5.4.6 - Wet Area Protection (5/10)

No harvesting operations, including skidding and felling, are to take place within any vernal pond areas or drainages. When harvesting occurs, there should be no disturbance to the vernal pond depression. All equipment, trees and tops should be kept out of this area. Within 100 feet of the pond, equipment should only be used when the soil is in a dry or frozen condition. Care must be taken by the Purchaser to identify and avoid operating in these areas of the timber sale.

# 5.8 - Protection of Endangered Species

# 5.8.5 - Protection of Raptor Nests (3/13)

All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager or his/her representative who will notify the Wildlife Biologist so an onsite evaluation and recommendation can be made, if necessary.

#### 6 - Safety and Fire Prevention

# 6.2 - Signing

# 6.2.1 - Road Posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on all sale associated roads prior to beginning operations. The road must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

#### 6.2.2 - Snowmobile Trail Posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on the sale associated snowmobile trail prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

# 6.2.3 - Recreational Trail Posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on the ORV trail within the sale prior to beginning operations. The trail must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

Section Name: Sale Specific Current as of 3/7/2025 11:32:57AM



# Michigan Department of Natural Resources - Forest Resources Division

# **TIMBER SALE MAP**

| This inform            | ation provided by authorit | y of Part 525, 1994 PA 451, as amended. | 63-020-24 | 09/24/ | 2024 |
|------------------------|----------------------------|---|-----------|--------|------|
| Forest Management Unit | County                     | Mapped By: Krugh                        | Scale     | Page   | Of   |
| Cadillac               | Missaukee                  | Cruised By: Edison/Krugh                | 1:23,510  | 1      | 1    |

Township Section(s) and Range 24N

Subdivision(s) 5W/6W 6 NENE,S1/2NE,N1/2SE 7 E1/2NW,NE,SW,SE 12 SESE

| Cover Type          |                         |                         |                        |  |  |
|---------------------|-------------------------|-------------------------|------------------------|--|--|
| A = Aspen           | J = Jack Pine           | O = Oak                 | U = Upland Brush       |  |  |
| B = Paper Birch     | K = Rock                | P = Lowland Poplar      | UM = Upland Mix Forest |  |  |
| C = Cedar           | L = Lowland Brush       | Q = Mixed Swamp Conifer | V = Bog or Marsh       |  |  |
| D = Treed Bog       | LM = Lowland Mix Forest | R = Red Pine            | W = White Pine         |  |  |
| E = Swamp Hardwoods | M = Maple, Beech, Birch | S = Black Spruce        | X = Non Stocked        |  |  |
| F = Spruce/Fir      | MC = Mixed Conifer      | T = Tamarack            | Y = Sand               |  |  |
| G = Grass           | MD = Mixed Deciduous    |                         | Z = Water              |  |  |
| H = Hemlock         | N = March               |                         |                        |  |  |

| Density                   |                        |  |  |
|---------------------------|------------------------|--|--|
| 0 = Non Stocked           | 5 = Pole Timber Medium |  |  |
| 1 = Seedling Sapling Poor | 6 = Pole Timber Well   |  |  |
|                           | 7 = Saw Timber Poor    |  |  |
| 3 = Seedling Sapling Well | 8 = Saw Timber Medium  |  |  |
| 4 = Pole Timber Poor      | 9 = Saw Timber Well    |  |  |

Sale Number

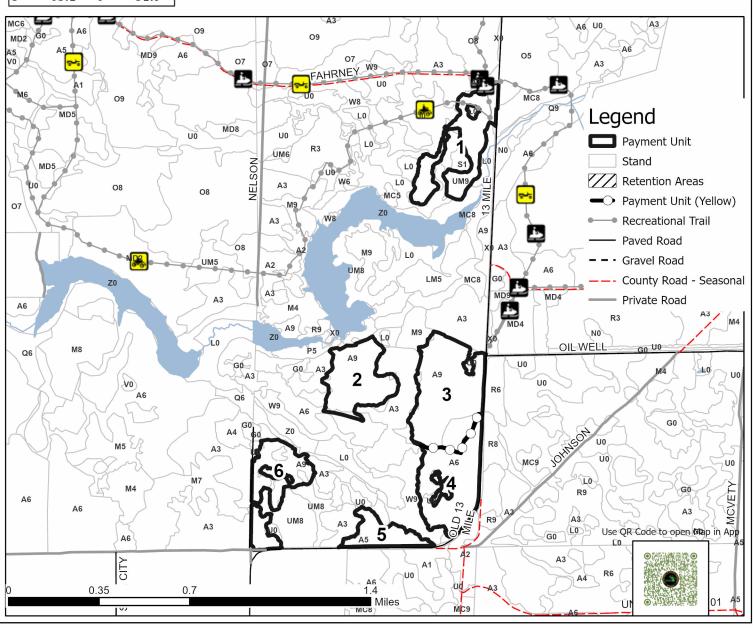


Date

| PU # | Acres | PU : | # Acres |
|------|-------|------|---------|
| 1    | 36.5  | 4    | 44.4    |
| 2    | 36.6  | 5    | 16.2    |
| 3    | 63.1  | 6    | 31.9    |

# **Stratford Complex**

# **Acres 228.7**



# TIMBER SALE INFORMATION

GNA2 Sundown (63-806-24)
T20N, R11W, SEC. 10; T20N, R11W, SEC. 9.
Lake County (Advertised Price \$224,480.40)

SALE NOTE: The area encompassed by this timber sale is not certified to the standards of the Forest Stewardship Council (FSC) or the Sustainable Forestry Initiative (SFI). Forest products from this sale may not be delivered to the mill as "FSC and / or SFI certified". The lands within this sale belong to the National Forest system and are being managed by the State as part of a Good Neighbor Authority (GNA) agreement. Please contact Joel Taylor with any questions, 231-429-7704.

Access may be through other public land.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. All units of volume listed below were estimated using the Inventory Manager computer program and the new Michigan taper model. Bids must be at or above the following advertised price for each product and species:

| PRODUCTS & SPECIES | ESTIMATED UNITS* |       | <u>ADV</u> | ADVERTISED PRICE |  |  |
|--------------------|------------------|-------|------------|------------------|--|--|
| Sawtimber          |                  |       |            |                  |  |  |
| Red Maple          | 57.3             | MBF   | \$         | 88.00 / MBF      |  |  |
| Red Pine           | 554.8            | MBF   | \$         | 90.00 / MBF      |  |  |
| Pulpwood           |                  |       |            |                  |  |  |
| Mixed Aspen        | 55               | Cords | \$         | 22.50 / Cord     |  |  |
| Mixed Hardwood     | 273              | Cords | \$         | 16.85 / Cord     |  |  |
| Red Pine           | 3,883            | Cords | \$         | 42.15 / Cord     |  |  |

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 17.46 percent. There are an estimated 5,648 cords on this timber sale, plus or minus 987 cords at the 95% confidence level. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

#### **BOND AND PAYMENT SCHEDULE:**

- 1. A bond in the amount of \$22,448.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

| PAYMENT UNIT NUMBER | PERCENT OF TOTAL SALE VALUE |
|---------------------|-----------------------------|
| 01                  | 46.6%                       |
| 02                  | 7.2%                        |
| 03                  | 46.2%                       |

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 09/30/2028.

# **SALE STATISTICS**

Volumes were calculated in cubic feet using the Michigan taper model. Cubic foot volume includes all wood inside bark for the product indicated. For display purposes, cubic feet were converted to cords and MBF using a simple conversion factor, e.g. 79 cubic feet per cord and 185 cubic feet per MBF. The cubic foot volumes are precise; the cords and MBF volumes are not. Cubic foot volume cannot be directly converted to cords or boards with precision.

#### **SALE VOLUMES**

The total estimated sale volume may not equal the sum of the species/products due to the nature of statistical calculations associated with double sampling methodology.

| VOLUME           |             |               | STATISTICAL RA  | ANGE IN CORDS |
|------------------|-------------|---------------|-----------------|---------------|
| TOTAL CUBIC FEET | TOTAL CORDS | PERCENT ERROR | MINIMUM MAXIMUM |               |
| 446,202          | 5,648       | 17.46%        | 4,662           | 6,635         |

# **VDU VOLUMES**

A VDU is a Volume Determination Unit. Volumes and their associated statistics are calculated at the VDU level and summarized to the sale level. There is often a one to one relationship between a VDU and a Payment Unit, but not always, depending on the cruise design. Refer to the VDU TO PAYMENT UNIT table.

|        | VOLUME           |             |               | RANGE II | N CORDS |
|--------|------------------|-------------|---------------|----------|---------|
| VDU    | TOTAL CUBIC FEET | TOTAL CORDS | PERCENT ERROR | MINIMUM  | MAXIMUM |
| 61     | 412,105          | 5,217       | 13.38%        | 4,519    | 5,914   |
| 62     | 34,096           | 432         | 31.87%        | 294      | 569     |
| TOTAL: | 446,202          | 5,648       |               | 4,813    | 6,483   |

# **VDU TO PAYMENT UNIT**

When a VDU is associated with more than one Payment Unit (PU), the VDU volumes are assigned to the PU based on acres of the VDU within the PU.

| VDU    | VDU ACRES | PU | PU ACRES |
|--------|-----------|----|----------|
| 61     | 53.4      | 1  | 26.8     |
| 61     | 53.4      | 3  | 26.6     |
| 62     | 15.2      | 2  | 15.2     |
| TOTAL: | 122.0     |    | 68.6     |

# **DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)**

| PU | MARKET GROUP      | PRODUCT   | QUANTITY | UNIT  | ACRES | ADVERTISE PRICE |
|----|-------------------|-----------|----------|-------|-------|-----------------|
| 1  | Red Maple         | Sawtimber | 25.1     | MBF   | 26.8  | \$104,502.00    |
|    | Red Pine          |           | 265.5    | MBF   |       |                 |
|    | Mixed Aspen       | Pulpwood  | 18       | Cords |       |                 |
|    | B. T. Aspen       |           | 18       | Cords |       |                 |
|    | Mixed Hardwood    |           | 116      | Cords |       |                 |
|    | Beech             | Sawtimber | 2.0      | MBF   |       |                 |
|    | Beech             | Pulpwood  | 2        | Cords |       |                 |
|    | /Red (Hybrid) Oak |           | 6        | Cords |       |                 |
|    | Red Maple         |           | 104      | Cords |       |                 |
|    | Red Pine          |           | 1,804    | Cords |       |                 |
| 2  | Red Maple         | Sawtimber | 7.2      | MBF   | 15.2  | \$16,260.35     |
|    | Red Pine          |           | 25.7     | MBF   |       |                 |
|    | Mixed Aspen       | Pulpwood  | 20       | Cords |       |                 |
|    | B. T. Aspen       | Sawtimber | 4.1      | MBF   |       |                 |
|    | B. T. Aspen       | Pulpwood  | 12       | Cords |       |                 |
|    | Mixed Hardwood    |           | 43       | Cords |       |                 |
|    | Beech             | Sawtimber | 3.5      | MBF   |       |                 |
|    | Beech             | Pulpwood  | 6        | Cords |       |                 |
|    | Red Maple         |           | 30       | Cords |       |                 |
|    | Red Pine          |           | 288      | Cords |       |                 |
| 3  | Red Maple         | Sawtimber | 25.0     | MBF   | 26.6  | \$103,718.05    |
|    | Red Pine          |           | 263.6    | MBF   |       |                 |
|    | Mixed Aspen       | Pulpwood  | 17       | Cords |       |                 |
|    | B. T. Aspen       |           | 17       | Cords |       |                 |
|    | Mixed Hardwood    |           | 114      | Cords |       |                 |
|    | Beech             | Sawtimber | 2.0      | MBF   |       |                 |
|    | Beech             | Pulpwood  | 1        | Cords |       |                 |
|    | /Red (Hybrid) Oak |           | 5        | Cords |       |                 |
|    | Red Maple         |           | 104      | Cords |       |                 |
|    | Red Pine          |           | 1,791    | Cords |       |                 |
|    |                   | TOTAL:    | 612.1    | MBF   |       |                 |
|    |                   | TOTAL:    | 4,211    | Cords |       |                 |

# Sale Specific Conditions & Requirements

Sale Name: GNA2 Sundown Sale Number: 63-806-24 Seq#: 2

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted Boundaries (9/19)

The sale boundary and Payment Unit boundaries are marked and identified by orange paint and roads. Exterior sale boundary lines, against USFS, where the boundary is shared with an adjacent sale are marked with a double chevron in orange paint. Interior Payment Unit boundaries and exterior sale boundaries, against USFS, that are not adjacent to another sale are marked with a chevron in orange paint. The western exterior sale boundary of Payment Unit 1 is unpainted and designated by Saddler Road.

# 2 - Timber Specifications

#### 2.1 - Included Timber

# 2.1.1 - Clearcut Unit(s) with Unmerchantable Trees (6/14)

Within Payment Unit(s) 1 and 3, cut all trees that are two (2) inches or more at DBH, except do not cut any oak that is 11 inches or more at DBH.

Decline pockets are shown on the Timber Sale Map and are approximated. A decline pocket begins where living red pine transitions to red pine snags. The 2-inch spec does not need to be followed within the decline pockets. This is to protect existing regeneration and provide diversity within the stand.

# 2.1.3 - Cut Tree Marked Unit(s) (12/08)

Within Payment Unit(s) 2, all trees are designated for cutting when marked with blue paint above and below stump height, regardless of merchantability. In addition, all aspen and beech trees that are two (2) inches or more at DBH are designated for cutting, regardless of merchantability.

# 2.2 - Utilization

#### 2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH.

Trees harvested within 5 feet of a forest road shall be cut flush with the ground.

# 2.2.12 - GNA, Cut and Remove Included Timber (3/18)

Unless provided otherwise herein, the DNR agrees to sell and permit Purchaser to cut and remove Included Timber, and Purchaser agrees to purchase, cut, and remove Included Timber.

# 4 - Transportation

# 4.1 - Construction

#### 4.1.3 - Slash and Earthen Piles (8/04)

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road maintenance or construction, including stumps, shall be dispersed throughout the sale.

# 4.1.6 - Road Construction (4/24)

Improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts.

Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be chipped, utilized or scattered within the sale. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

# 4.1.12 - No New Roads (1/12)

No new roads will be permitted.

#### 4.2 - Maintenance

# 4.2.1 - Hauling Restriction (12/08)

Hauling may be restricted on forest roads by the Unit Manager or his/her representative. The restriction may occur during spring breakup or during wet weather conditions.

#### 4.2.5 - Two Wheel Drive Condition (2/04)

All existing trail roads on and adjacent to the Sale Area must be passable by two-wheel drive traffic for the duration of the sale.

#### 4.4 - Access

# 4.4.5 - Federal Property Access (3/11)

Permission for access across federal land has been obtained by the DNR.

#### 5 - Operations

#### 5.1 - Notification

# 5.1.1 - Pre-sale Conference (10/16)

A pre-sale conference on site or by phone between the Purchaser and Sale Administrator is required prior to beginning any operations. The Unit Manager or his/her representative must be contacted at least 10 days in advance to schedule the conference.

# 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 5.2.1.8 - Slash Height (12/08)

No slash or tree tops may exceed 24 inches in height.

#### 5.2.2 - Hazard Trees/Snags

#### 5.2.2.1 - Den Trees (10/16)

Obvious hollow and/or den trees shall be protected and left standing unless they are a safety hazard.

# 5.2.3 - Operating Restrictions

# 5.2.3.1 - Operating Restrictions (9/11)

Within Payment Unit(s) 1, 2, and 3 cutting, skidding, and hauling are not permitted during the period of April 15 to June 15. This restriction is to protect denning American marten females and their young.

#### 5.2.3.4 - Oak Wilt Restriction, No Exceptions (1/18)

Within all Payment Units, cutting, skidding, hauling within the sale and brushing of access roads to the sale are not permitted during the period of April 15 to July 15. No exceptions will be granted. This is necessary to reduce the spread of oak wilt.

# 5.2.3.14 - Heterobasidion Root Disease (HRD) (3/21)

This plantation is at risk of infection by the root rot fungus, Heterobasidion irregulare. To prevent the spread of this disease, cutting operations within Payment Unit(s) 1, 2, and 3 are restricted to the period of January 1 to February 28. Cutting may only occur outside this period with written permission of the Unit Manager or with the application of a preventative pesticide. Consultation with a forest health specialist will determine if cutting can occur prior to January 1 without pesticide application, dependent upon current and forecasted snow cover. Cellu-Treat and RotStop C are currently the only EPA registered products available in the United States for the control of Heterobasidion. Both products are a water-soluble powder that must be applied to the stump, in accordance with the product label. Dye must be added to these products to provide visible evidence of adequate coverage. Application of these pesticides requires licensing by the Michigan Department of Agriculture and Rural Development. All applicators are required to: provide to the Sale Administrator notification of application per requirements in 40 CFR 170.120; and document and provide to the Sale Administrator annually, by December 31 and prior to closure of sale, the volume of product used and acres treated.

# 5.2.32 - Decking/Landing Restoration (9/13)

All decking and landing areas must have the surface area restored to a condition equal to or better than before. This is to ensure the proper regeneration of the stand. Wood debris, chips and "cookies" from trimmings must be removed or scattered away from landing and loading areas and may not be windrowed on the edge.

#### 5.2.38 - No Decking Against Live Trees (2/04)

Cut products may not be decked against unmarked or designated leave trees.

#### 5.2.41 - Snowmobile Trail Protection (9/11)

Saddler Road (North of 11 1/2 Mile Rd) and Hawkins Road are snowmobile trails. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail road is to be used for hauling during the snowmobile season (December 1 through March 31), then a snow-covered base must be left on the trail. Hauling on the trail is permitted only on Tuesday, Wednesday and Thursday during the snowmobile season. If a snow-covered base is not present during this period, hauling may occur on any day.

#### 5.4 - Soil Protection

#### 5.4.1 - Rutting Restriction, General (7/16)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads and/or skid trails which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

#### 5.6 - Debris and Waste Material

# 5.6.2 - GNA, Equipment Cleaning (4/24)

- (a) Areas, known by the DNR prior to timber sale advertisement, that are infested with invasive species of concern are shown on the Timber Sale Map. A current list of invasive species of concern and a map showing the extent of known infestations is available from the DNR. For purposes of this provision, "Off-Road Equipment" includes all logging and construction machinery, except for log trucks, chip vans, service vehicles, water trucks, pickup trucks, cars, and similar vehicles.
- (b) Purchaser shall adhere to the following requirements with regard to cleaning "Off-Road Equipment":
- (i) Prior to moving Off-Road Equipment onto the Sale Area, Purchaser shall identify the location of the equipment's most recent operation. Purchaser shall not move any Off-Road Equipment that last operated in an area infested with one or more invasive species of concern onto Sale Area without having cleaned such equipment of seeds, soil, vegetative matter, and other debris that could contain or hold seeds, and having notified the DNR, as provided in (iii). If the location of prior operation cannot be identified, then Purchaser shall assume that the location is infested with invasive species of concern.
- (ii) Prior to moving Off-Road Equipment from a cutting unit that is shown on the Timber Sale Map to be infested with invasive species of concern to, or through any other area that is shown as being free of invasive species of concern, or infested with a different invasive species, Purchaser shall clean such equipment of seeds, soil, vegetative matter, and other debris that could contain or hold seeds, and shall notify the DNR, as provided in (iii).
- (iii) Prior to moving any Off-Road Equipment subject to the cleaning requirements set forth above, Purchaser shall advise DNR of its cleaning measures and make the equipment available for inspection. DNR shall have two (2) days, excluding weekends and State holidays, to inspect equipment after it has been made available. After satisfactory inspection or after such 2-day period, Purchaser may move the equipment as planned. Equipment shall be considered clean when a visual inspection does not disclose seeds, soil, vegetative matter, and other debris that could contain or hold seeds. Purchaser shall not be required to disassemble equipment unless so directed by the DNR after inspection.
- (iv) If Purchaser desires to clean Off-Road Equipment on National Forest land, such as at the end of a project or prior to moving to, or through an area that is free of invasive species of concern, Purchaser shall obtain prior approval from the Unit Manager or his/her representative as to the location for such cleaning and measures, if any, for controlling impacts.
- (v) Unit Manager or his/her representative may order delay, interruption, or modification of this Contract pursuant to Condition & Requirement 7.3 or 7.3.4.

- (c) Nothing contained in this Condition & Requirement shall be interpreted as creating any warranty on the part of the DNR that all locations of invasive species of concern have been described herein, elsewhere in this Contract, or designated on the ground. Following sale advertisement, additional locations may be described or designated, and other species may be added to the list of invasive species of concern. In such event, the Unit Manager or his/her representative may order delay, interruption, or modification of this Contract pursuant to Condition & Requirement 7.3 or 7.3.4.
- (d) The parties shall promptly communicate with one another with respect to description or designation of additional locations; discovery of locations of new species or new infestation; and, addition of species to the list of invasive species of concern.

# 5.8 - Protection of Endangered Species

# 5.8.5 - Protection of Raptor Nests (3/13)

All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager or his/her representative who will notify the Wildlife Biologist so an onsite evaluation and recommendation can be made, if necessary.

#### 6 - Safety and Fire Prevention

# 6.2 - Signing

# 6.2.1 - Road Posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on forest and county roads prior to beginning operations. The road must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

# 6.2.2 - Snowmobile Trail Posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on snowmobile trails prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

#### 7 - Other Conditions

**SKIP** 

#### 7.1.1 - GNA, Title (7/16)

General Condition & Requirement 7.1 is inapplicable. The following applies to this contract.

All right, title, and interest in and to any Included Timber shall remain in USDA Forest Service with the State of Michigan acting on behalf of the USDA Forest Service under this GNA contract, until it has been Measured, removed from Sale Area or other authorized cutting area, and paid for, at which time title shall vest in Purchaser. Title to any Included Timber that has been Measured and paid for, but not removed from Sale Area or other authorized cutting area by Purchaser on or prior to Termination Date, shall remain in USDA Forest Service.

#### 7.3 - Contract Modifications

- 7.3.4 GNA, Contract Suspension and Modification (5/16)
- (a) The Unit Manager may, by written order, delay or interrupt authorized operations under this contract or, notwithstanding Condition & Requirement 7.3, modify this contract, in whole or in part:
- (i) To prevent environmental degradation or resource damage, including, but not limited to, harm to habitat, plants, animals, cultural resources, or cave resources;
- (ii) To ensure consistency with land and resource management plans or other documents prepared pursuant to the National Environmental Policy Act of 1969, 42 USC 4321-4347;
- (iii) To conduct environmental analysis, including, but not limited to, engaging in consultation pursuant to the Endangered Species Act of 1973, 16 USC 1531, et seq.; or

- (iv) Upon agreement of the Forest Service, due to administrative appeal or litigation, regardless of whether the Unit Manager's order is required by a court order or this contract is named in such a proceeding.
- (b) In the event of an order delaying or interrupting Purchaser's Operations under this Condition & Requirement, Purchaser's remedy shall be:
- (i) a no cost contract extension,
- (ii) reimbursement for Out-of-Pocket Expenses,

however, the foregoing remedies shall be available only to the extent that the Unit Manager's order was the sole and exclusive cause of the delay or interruption of Purchaser's operations.

- (c) Remedies awarded to the Purchaser shall not be duplicative, and the Unit Manager shall have the right to structure remedies provided herein to avoid duplicative compensation.
- (d) Purchaser agrees that this Condition & Requirement, and the remedies provided herein shall apply regardless of any finding by any court that the DNR failed to comply with any statute, regulation and/or policy in connection with awarding, advertising, or authorizing this sale, or a similar sale.

#### 7.5 - Loss

#### 7.5.2 - GNA, Liability for Loss (7/16)

If Included Timber is destroyed or damaged by an unexpected event that changes the nature of Included Timber, such as wind, flood, insects, disease, or similar cause, the Purchaser shall bear the timber value loss resulting from such destruction or damage.

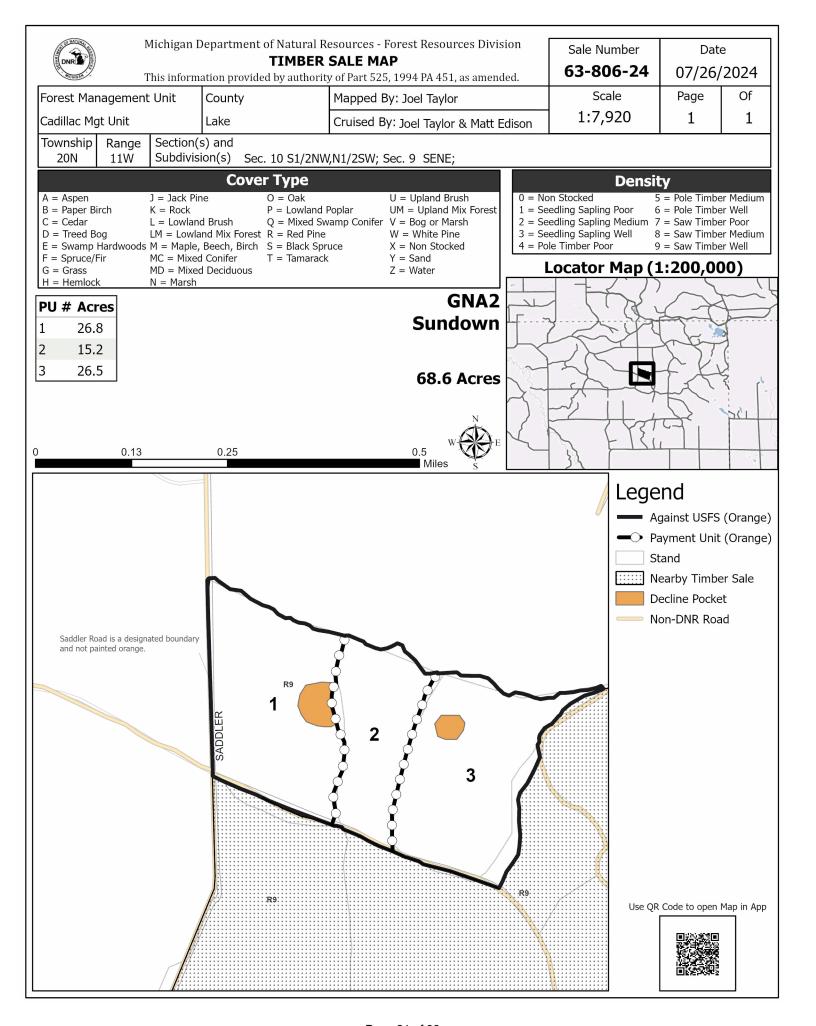
Deterioration or loss of timber value due to delay or interruption under 7.3.4 - GNA, contract suspension and modification, shall be borne by the party holding title. In this event, Included Timber to which USDA Forest Service holds title, Purchaser of the State GNA contract will not be obligated to remove and pay for such timber. This Subsection shall not be construed to relieve either party of liability for negligence.

#### 7.10 - Certified Timber

# 7.10.1 - Non-Certified Timber (2/16)

The area encompassed by this timber sale is not certified to the standards of the Forest Stewardship Council (FSC) or the Sustainable Forestry Initiative (SFI). Forest products from this sale may not be delivered to the mill as "FSC and / or SFI certified". The lands within this sale belong to the National Forest system and are being managed by the State as part of a Good Neighbor Authority (GNA) agreement.

Section Name: Sale Specific Current as of 3/19/2025 3:51:50PM



| Page 22 of 36 |
|---------------|
|---------------|

# TIMBER SALE INFORMATION

#### GNA2 Lightfoot (63-807-24)

T20N, R11W, SEC. 10; T20N, R11W, SEC. 15; T20N, R11W, SEC. 16; T20N, R11W, SEC. 9. Lake County (Advertised Price \$222,074.50)

SALE NOTE: The area encompassed by this timber sale is not certified to the standards of the Forest Stewardship Council (FSC) or the Sustainable Forestry Initiative (SFI). Forest products from this sale may not be delivered to the mill as "FSC and / or SFI certified". The lands within this sale belong to the National Forest system and are being managed by the State as part of a Good Neighbor Authority (GNA) agreement. Please contact Joel Taylor with any questions, 231-429-7704.

A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions. Access may be through other public land.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. All units of volume listed below were estimated using the Inventory Manager computer program and the new Michigan taper model. Bids must be at or above the following advertised price for each product and species:

| PRODUCTS & SPECIES | ESTIMATED UNITS* |       | ADVERTISED PRICE |              |
|--------------------|------------------|-------|------------------|--------------|
| Sawtimber          |                  |       |                  |              |
| B. T. Aspen        | 236.1            | MBF   | \$               | 88.00 / MBF  |
| Red Maple          | 39.5             | MBF   | \$               | 88.00 / MBF  |
| Red Pine           | 400.4            | MBF   | \$               | 90.00 / MBF  |
| Pulpwood           |                  |       |                  |              |
| B. T. Aspen        | 305              | Cords | \$               | 22.50 / Cord |
| Mixed Hardwood     | 334              | Cords | \$               | 16.85 / Cord |
| Red Pine           | 3,542            | Cords | \$               | 42.15 / Cord |

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 14.50 percent. There are an estimated 5,764 cords on this timber sale, plus or minus 836 cords at the 95% confidence level. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

# **BOND AND PAYMENT SCHEDULE:**

- 1. A bond in the amount of \$22,207.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER

PERCENT OF TOTAL SALE VALUE

01

26.7%

02

73.3%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 09/30/2028.

# **SALE STATISTICS**

Volumes were calculated in cubic feet using the Michigan taper model. Cubic foot volume includes all wood inside bark for the product indicated. For display purposes, cubic feet were converted to cords and MBF using a simple conversion factor, e.g. 79 cubic feet per cord and 185 cubic feet per MBF. The cubic foot volumes are precise; the cords and MBF volumes are not. Cubic foot volume cannot be directly converted to cords or boards with precision.

#### **SALE VOLUMES**

The total estimated sale volume may not equal the sum of the species/products due to the nature of statistical calculations associated with double sampling methodology.

| VOLUME           |             | VOLUME        |                 |       | STATISTICAL RA | ANGE IN CORDS |
|------------------|-------------|---------------|-----------------|-------|----------------|---------------|
| TOTAL CUBIC FEET | TOTAL CORDS | PERCENT ERROR | MINIMUM MAXIMUM |       |                |               |
| 455,334          | 5,764       | 14.50%        | 4,927           | 6,600 |                |               |

# **VDU VOLUMES**

A VDU is a Volume Determination Unit. Volumes and their associated statistics are calculated at the VDU level and summarized to the sale level. There is often a one to one relationship between a VDU and a Payment Unit, but not always, depending on the cruise design. Refer to the VDU TO PAYMENT UNIT table.

|        | VOLUME           |             |               | RANGE II | N CORDS |
|--------|------------------|-------------|---------------|----------|---------|
| VDU    | TOTAL CUBIC FEET | TOTAL CORDS | PERCENT ERROR | MINIMUM  | MAXIMUM |
| 71     | 455,334          | 5,764       | 14.51%        | 4,927    | 6,600   |
| TOTAL: | 455,334          | 5,764       |               | 4,927    | 6,600   |

# **VDU TO PAYMENT UNIT**

When a VDU is associated with more than one Payment Unit (PU), the VDU volumes are assigned to the PU based on acres of the VDU within the PU.

| VDU    | VDU ACRES | PU | PU ACRES |
|--------|-----------|----|----------|
| 71     | 148.5     | 1  | 39.7     |
| 71     | 148.5     | 2  | 108.8    |
| TOTAL: | 297.0     |    | 148.5    |

# **DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)**

| PU | MARKET GROUP   | PRODUCT   | QUANTITY | UNIT  | ACRES | ADVERTISE PRICE |
|----|----------------|-----------|----------|-------|-------|-----------------|
| 1  | B. T. Aspen    | Sawtimber | 63.1     | MBF   | 39.7  | \$59,376.30     |
|    | Red Maple      |           | 10.6     | MBF   |       |                 |
|    | Red Pine       |           | 107.0    | MBF   |       |                 |
|    | B. T. Aspen    | Pulpwood  | 82       | Cords |       |                 |
|    | Mixed Hardwood |           | 89       | Cords |       |                 |
|    | Beech          | Sawtimber | 0.9      | MBF   |       |                 |
|    | Beech          | Pulpwood  | 3        | Cords |       |                 |
|    | Red Maple      |           | 84       | Cords |       |                 |
|    | Red Pine       |           | 947      | Cords |       |                 |
| 2  | B. T. Aspen    | Sawtimber | 173.0    | MBF   | 108.8 | \$162,698.20    |
|    | Red Maple      |           | 28.9     | MBF   |       |                 |
|    | Red Pine       |           | 293.4    | MBF   |       |                 |
|    | B. T. Aspen    | Pulpwood  | 223      | Cords |       |                 |
|    | Mixed Hardwood |           | 245      | Cords |       |                 |
|    | Beech          | Sawtimber | 2.4      | MBF   |       |                 |
|    | Beech          | Pulpwood  | 8        | Cords |       |                 |
|    | Red Maple      |           | 232      | Cords |       |                 |
|    | Red Pine       |           | 2,595    | Cords |       |                 |
|    |                | TOTAL:    | 676.0    | MBF   |       |                 |
|    |                | TOTAL:    | 4,181    | Cords |       |                 |

# Sale Specific Conditions & Requirements

Sale Name: GNA2 Lightfoot Sale Number: 63-807-24 Seq#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted Boundaries (9/19)

The sale boundary and Payment Unit boundaries are marked and identified by orange paint and roads. Exterior sale boundary lines, against USFS, where the boundary is shared with an adjacent sale are marked with a double chevron in orange paint. Interior Payment Unit boundaries and exterior sale boundaries, against USFS, not adjacent to another sale are marked with a chevron in orange paint. The western sale boundary of Payment Units 1 and 2 are unpainted and designated by Saddler Road. The southern sale boundary of Payment Unit 2 is unpainted and designated by 10 Mile Road.

# 2 - Timber Specifications

#### 2.1 - Included Timber

# 2.1.3 - Cut Tree Marked Unit(s) (12/08)

Within Payment Unit(s) 1 and 2, all trees are designated for cutting when marked with blue paint above and below stump height, regardless of merchantability. In addition, all aspen and beech that are two (2) inches or more at DBH are designated for cutting, regardless of merchantability.

Decline pockets are shown on the Timber Sale Map and are approximated. A decline pocket begins where living red pine transitions to red pine snags. The 2-inch spec does not need to be followed within the decline pockets. This is to protect existing regeneration and provide diversity within the stand.

#### 2.2 - Utilization

# 2.2.3 - Stump heights (4/07)

Stump heights within shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH in the Sale Area.

# 2.2.12 - GNA, Cut and Remove Included Timber (3/18)

Unless provided otherwise herein, the DNR agrees to sell and permit Purchaser to cut and remove Included Timber, and Purchaser agrees to purchase, cut, and remove Included Timber.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

#### 3.3.4 - Dividing Payment Units (7/14)

Payment Unit(s) 2 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Amendment.

# 4 - Transportation

#### 4.1 - Construction

#### 4.1.3 - Slash and Earthen Piles (8/04)

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road maintenance or construction, including stumps, shall be dispersed throughout the sale.

# 4.1.6 - Road Construction (4/24)

Improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

# 4.1.12 - No New Roads (1/12)

No new roads will be permitted.

#### 4.2 - Maintenance

#### 4.2.1 - Hauling Restriction (12/08)

Hauling may be restricted on forest roads by the Unit Manager or his/her representative. The restriction may occur during wet weather conditions.

# 4.2.5 - Two Wheel Drive Condition (2/04)

All existing trail roads on and adjacent to the Sale Area must be passable by two-wheel drive traffic for the duration of the sale.

#### 4.4 - Access

# 4.4.5 - Federal Property Access (3/11)

Permission for access across federal land has been obtained by the DNR.

# 5 - Operations

#### 5.1 - Notification

# 5.1.1 - Pre-sale Conference (10/16)

A pre-sale conference on site between the Purchaser and Sale Administrator is required prior to beginning any operations. The Unit Manager or his/her representative must be contacted at least 10 days in advance to schedule the conference.

# 5.2 - Conduct of Operations

#### 5.2.1 - Slash

# 5.2.1.8 - Slash Height (12/08)

No slash or tree tops may exceed 24 inches in height.

# 5.2.1.12 - Slash for Prescribed Burning (1/05)

To facilitate prescribed burning, slash shall be moved at least 10 feet inside the sale boundary. Slash cannot be piled or placed near residual trees.

# 5.2.2 - Hazard Trees/Snags

# 5.2.2.1 - Den Trees (10/16)

Obvious hollow and/or den trees shall be protected and left standing unless they are a safety hazard.

# 5.2.3 - Operating Restrictions

#### 5.2.3.1 - Operating Restrictions (9/11)

Within Payment Unit(s) 1 and 2, cutting, skidding, and hauling are not permitted during the period of April 15 to June 15. This restriction is to protect denning American marten females and their young.

# 5.2.3.4 - Oak Wilt Restriction, No Exceptions (1/18)

Within all Payment Units, cutting, skidding, hauling within the sale and brushing of access roads to the sale are not permitted during the period of April 15 to July 15. No exceptions will be granted. This is necessary to reduce the spread of oak wilt.

# 5.2.3.14 - Heterobasidion Root Disease (HRD) (3/21)

This plantation is at risk of infection by the root rot fungus, Heterobasidion irregulare. To prevent the spread of this disease, cutting operations within Payment Unit(s) 1 and 2 are restricted to the period of January 1 to February 28. Cutting may only occur outside this period with written permission of the Unit Manager or with the application of a preventative pesticide. Consultation with a forest health specialist will determine if cutting can occur prior to January 1 without pesticide application, dependent upon current and forecasted snow cover. Cellu-Treat and RotStop C are currently the only EPA registered products available in the United States for the control of Heterobasidion. Both products are a water-soluble powder that must be applied to the stump, in accordance with the product label. Dye must be added to these products to provide visible evidence of adequate coverage. Application of these pesticides requires licensing by

the Michigan Department of Agriculture and Rural Development. All applicators are required to: provide to the Sale Administrator notification of application per requirements in 40 CFR 170.120; and document and provide to the Sale Administrator annually, by December 31 and prior to closure of sale, the volume of product used and acres treated.

#### 5.2.16 - Equipment Recommended (11/18)

A feller-buncher is recommended for harvesting portions of the sale. This is due to the amount of two (2) inch sub-merchantable beech trees that need to be cut.

#### 5.2.32 - Decking/Landing Restoration (9/13)

All decking and landing areas must have the surface area restored to a condition equal to or better than before. This is to ensure the proper regeneration of the stand. Wood debris, chips and "cookies" from trimmings must be removed or scattered away from landing and loading areas and may not be windrowed on the edge.

# 5.2.38 - No Decking Against Live Trees (2/04)

Cut products may not be decked against unmarked or designated leave trees.

#### 5.2.41 - Snowmobile Trail Protection (9/11)

Saddler Road, North of 11 1/2 Mile Road, and Hawkins Road are snowmobile trails. Do not cut or damage posts with orange trail markers or traffic control signs.

If the trail road is to be used for hauling during the snowmobile season (December 1 through March 31), then a snow-covered base must be left on the trail. Hauling on the trail is permitted only on Tuesday, Wednesday and Thursday during the snowmobile season. If a snow-covered base is not present during this period, hauling may occur on any day. The Purchaser will maintain a 20-foot-wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline.

# 5.4 - Soil Protection

#### 5.4.1 - Rutting Restriction, General (7/16)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads and/or skid trails which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

# 5.6 - Debris and Waste Material

# 5.6.2 - GNA, Equipment Cleaning (4/24)

- (a) Areas, known by the DNR prior to timber sale advertisement, that are infested with invasive species of concern are shown on the Timber Sale Map. A current list of invasive species of concern and a map showing the extent of known infestations is available from the DNR. For purposes of this provision, "Off-Road Equipment" includes all logging and construction machinery, except for log trucks, chip vans, service vehicles, water trucks, pickup trucks, cars, and similar vehicles.
- (b) Purchaser shall adhere to the following requirements with regard to cleaning "Off-Road Equipment":
- (i) Prior to moving Off-Road Equipment onto the Sale Area, Purchaser shall identify the location of the equipment's most recent operation. Purchaser shall not move any Off-Road Equipment that last operated in an area infested with one or more invasive species of concern onto Sale Area without having cleaned such equipment of seeds, soil, vegetative matter, and other debris that could contain or hold seeds, and having notified the DNR, as provided in (iii). If the location of prior operation cannot be identified, then Purchaser shall assume that the location is infested with invasive species of concern.
- (ii) Prior to moving Off-Road Equipment from a cutting unit that is shown on the Timber Sale Map to be infested with invasive species of concern to, or through any other area that is shown as being free of invasive species of concern, or infested with a different invasive species, Purchaser shall clean such equipment of seeds, soil, vegetative matter, and other debris that could contain or hold seeds, and shall notify the DNR, as provided in (iii).
- (iii) Prior to moving any Off-Road Equipment subject to the cleaning requirements set forth above, Purchaser shall advise DNR of its cleaning measures and make the equipment available for inspection. DNR shall have two (2) days, excluding weekends and State holidays, to inspect equipment after it has been made available. After satisfactory inspection or after such 2-day period, Purchaser may move the equipment as planned. Equipment shall be considered clean when a visual

inspection does not disclose seeds, soil, vegetative matter, and other debris that could contain or hold seeds. Purchaser shall not be required to disassemble equipment unless so directed by the DNR after inspection.

- (iv) If Purchaser desires to clean Off-Road Equipment on National Forest land, such as at the end of a project or prior to moving to, or through an area that is free of invasive species of concern, Purchaser shall obtain prior approval from the Unit Manager or his/her representative as to the location for such cleaning and measures, if any, for controlling impacts.
- (v) Unit Manager or his/her representative may order delay, interruption, or modification of this Contract pursuant to Condition & Requirement 7.3 or 7.3.4.
- (c) Nothing contained in this Condition & Requirement shall be interpreted as creating any warranty on the part of the DNR that all locations of invasive species of concern have been described herein, elsewhere in this Contract, or designated on the ground. Following sale advertisement, additional locations may be described or designated, and other species may be added to the list of invasive species of concern. In such event, the Unit Manager or his/her representative may order delay, interruption, or modification of this Contract pursuant to Condition & Requirement 7.3 or 7.3.4.
- (d) The parties shall promptly communicate with one another with respect to description or designation of additional locations; discovery of locations of new species or new infestation; and, addition of species to the list of invasive species of concern.

Equipment must be cleaned when moving between Payment Units.

# 5.8 - Protection of Endangered Species

#### 5.8.5 - Protection of Raptor Nests (3/13)

All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager or his/her representative who will notify the Wildlife Biologist so an onsite evaluation and recommendation can be made, if necessary.

#### 6 - Safety and Fire Prevention

# 6.2 - Signing

## 6.2.1 - Road Posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on forest and county roads prior to beginning operations. The road must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

# 6.2.2 - Snowmobile Trail Posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on snowmobile trails prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

# 7 - Other Conditions

SKIP

# 7.1.1 - GNA, Title (7/16)

General Condition & Requirement 7.1 is inapplicable. The following applies to this contract.

All right, title, and interest in and to any Included Timber shall remain in USDA Forest Service with the State of Michigan acting on behalf of the USDA Forest Service under this GNA contract, until it has been Measured, removed from Sale Area or other authorized cutting area, and paid for, at which time title shall vest in Purchaser. Title to any Included Timber that has been Measured and paid for, but not removed from Sale Area or other authorized cutting area by Purchaser on or prior to Termination Date, shall remain in USDA Forest Service.

# 7.3 - Contract Modifications

# 7.3.4 - GNA, Contract Suspension and Modification (5/16)

- (a) The Unit Manager may, by written order, delay or interrupt authorized operations under this contract or, notwithstanding Condition & Requirement 7.3, modify this contract, in whole or in part:
- (i) To prevent environmental degradation or resource damage, including, but not limited to, harm to habitat, plants, animals, cultural resources, or cave resources;
- (ii) To ensure consistency with land and resource management plans or other documents prepared pursuant to the National Environmental Policy Act of 1969, 42 USC 4321-4347;
- (iii) To conduct environmental analysis, including, but not limited to, engaging in consultation pursuant to the Endangered Species Act of 1973, 16 USC 1531, et seq.; or
- (iv) Upon agreement of the Forest Service, due to administrative appeal or litigation, regardless of whether the Unit Manager's order is required by a court order or this contract is named in such a proceeding.
- (b) In the event of an order delaying or interrupting Purchaser's Operations under this Condition & Requirement, Purchaser's remedy shall be:
- (i) a no cost contract extension,
- (ii) reimbursement for Out-of-Pocket Expenses,

however, the foregoing remedies shall be available only to the extent that the Unit Manager's order was the sole and exclusive cause of the delay or interruption of Purchaser's operations.

- (c) Remedies awarded to the Purchaser shall not be duplicative, and the Unit Manager shall have the right to structure remedies provided herein to avoid duplicative compensation.
- (d) Purchaser agrees that this Condition & Requirement, and the remedies provided herein shall apply regardless of any finding by any court that the DNR failed to comply with any statute, regulation and/or policy in connection with awarding, advertising, or authorizing this sale, or a similar sale.

#### 7.5 - Loss

# 7.5.2 - GNA, Liability for Loss (7/16)

If Included Timber is destroyed or damaged by an unexpected event that changes the nature of Included Timber, such as wind, flood, insects, disease, or similar cause, the Purchaser shall bear the timber value loss resulting from such destruction or damage.

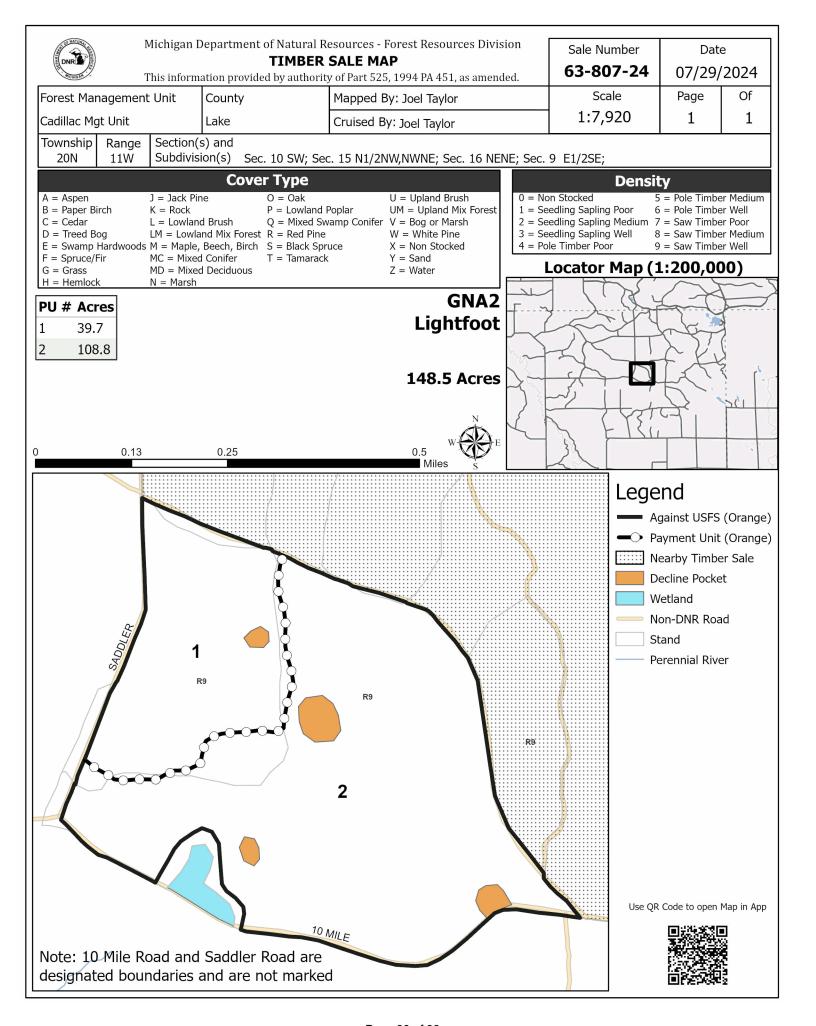
Deterioration or loss of timber value due to delay or interruption under 7.3.4 - GNA, contract suspension and modification, shall be borne by the party holding title. In this event, Included Timber to which USDA Forest Service holds title, Purchaser of the State GNA contract will not be obligated to remove and pay for such timber. This Subsection shall not be construed to relieve either party of liability for negligence.

# 7.10 - Certified Timber

# 7.10.1 - Non-Certified Timber (2/16)

The area encompassed by this timber sale is not certified to the standards of the Forest Stewardship Council (FSC) or the Sustainable Forestry Initiative (SFI). Forest products from this sale may not be delivered to the mill as "FSC and / or SFI certified". The lands within this sale belong to the National Forest system and are being managed by the State as part of a Good Neighbor Authority (GNA) agreement.

Section Name: Sale Specific Current as of 3/18/2025 9:28:23AM



#### **BID FORM**

CADILLAC MANAGEMENT UNIT BALDWIN OFFICE

# GNA2 Lightfoot (63-807-24)

T20N, R11W, SEC. 10; T20N, R11W, SEC. 15; T20N, R11W, SEC. 16; T20N,

In response to the notice of sale to be held 3:00 p.m. (local time) on April 16, 2025, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

| PRODUCTS & SPECIES | <u>ESTIMATED VOL</u> | <u>.UME*</u> <u>A</u> [ | <u>DVERTISED PRICE</u> | BID PRICE/UNIT |
|--------------------|----------------------|-------------------------|------------------------|----------------|
| Sawtimber          |                      |                         |                        |                |
| B. T. Aspen        | 236.1 MB             | F \$                    | 88.00/MBF              | \$             |
| Red Maple          | 39.5 MB              | F \$                    | 88.00/MBF              | \$             |
| Red Pine           | 400.4 MB             | F \$                    | 90.00/MBF              | \$             |
| Pulpwood           |                      |                         |                        |                |
| B. T. Aspen        | 305 Coi              | ds \$                   | 22.50/Cord             | \$             |
| Mixed Hardwood     | 334 Coi              | ds \$                   | 16.85/Cord             | \$             |
| Red Pine           | 3,542 Coi            | ds \$                   | 42.15/Cord             | \$             |
|                    |                      |                         |                        |                |

\*The volumes are statistically estimated within plus (+) or minus (-) 14.50 percent at 95% confidence level. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

I understand that any or all bids may be rejected. All bids must be signed and all bid items must be bid or the bid form may be rejected. I also understand that consideration and awarding a contract will be based upon my past performance and ability to complete the contract based upon equipment and staffing subject to my control.

FEDERAL ID: \_\_\_-\_\_ or SOCIAL SECURITY NUMBER:\_\_ \_ -\_\_ - \_\_\_ -

|           | Company or individual bidding:                    |                    |                        |               |   |
|-----------|---|--------------------|------------------------|---------------|---|
|           | Company representative's name:                    |                    |                        |               |   |
| Address:  |   |                    |                        |               |   |
|           | City:   | State:             | Zip:                   |               |   |
| IF AVAILA | ABLE, PLEASE PLACE THE PERSO                      | NALIZED LABEL FROM | I YOUR PROSPECTUS IN T | HE ABOVE BOX. | - |
| Individua | lual or company representative's signature: Date: |                    |                        |               |   |
| Phone ni  | ımber ·   | Fmail (            | (optional):            |               |   |

THE WINNING BIDDER MUST COMPLETE THE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE (ON REVERSE SIDE IF DOUBLE SIDED) WITHIN 21 DAYS OF SALE AWARD DATE



#### Michigan Department of Natural Resources Forest Resources Division

# TIMBER SALE **VERIFICATION OF WORKER'S DISABILITY** COMPENSATION ACT COMPLIANCE

| FOR DEPARTMENT USE ONLY          |  |  |
|----------------------------------|--|--|
| Sale Number (XX – XXX – XX – XX) |  |  |
|                                  |  |  |
| Forest Management Unit:          |  |  |
|                                  |  |  |

As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 5 of Act 451 of 1994, as amended.

# **VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE**

- This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.

| •          | In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract. |   |  |  |
|------------|---|---|--|--|
| •          | All Information must be typed or printed except for written signatures.   |   |  |  |
| Ple        | lease Check Appropriate Categories:   |   |  |  |
| 1.         | <ul> <li>My business is organized as (you must check one of the A. ☐ Sole Proprietorship (individual)</li> <li>B. ☐ Partnership</li> <li>C. ☐ Corporation</li> </ul>  | ne boxes below):  |  |  |
| 2.         | . You <b>must</b> check <u>one</u> of the boxes below:  |   |  |  |
|            | A.  I certify my business is a sole proprietorship and it has a Worker's Compensation Laws.   | no employees but the sole proprietor. I am not subject to the   |  |  |
|            | B.   I certify my business has satisfied its o bligation to the V   | Worker's Compensation Act through the use of an approved Notice of of the Notice of Exclusion within 21 days of the contract award. (For /orker's Compensation Bureau at 517-322-1195). |  |  |
|            | C.   I certify my business has a Worker's Compensation Polone (21) days of the contract award.  | licy. I will provide an original Certificate of Insurance within twenty-  |  |  |
| 3.         | . If you have checked item 2(A) or 2(B), you <b>must</b> indic than yourself, including family members and active part  | cate the number of <b>both</b> full-time and part-time employees, other tners (if none, you must enter "0").  |  |  |
|            | Full-time Employees   | Part-time Employees   |  |  |
| Nam        | ame of Business   | Federal ID (or) Social Security No.   |  |  |
| Add        | Idress  | Telephone ( )   |  |  |
| City       | ty State  | ZIP   |  |  |
| in fa<br>_ | factors affecting my coverage during any of my present ar   | tt. I agree to notify the Michigan DNR of any changes that occur<br>nd future operations.   |  |  |
| S          | Signature of Owner or Authorized Representative   |   |  |  |
| T          | Title   | Date  |  |  |
|            |   |   |  |  |

Please complete the "SEALED BID" information on the next page

PR 4031-5 (Rev. 10/30/2012)

# **BID FORM**

CADILLAC MANAGEMENT UNIT BALDWIN OFFICE

# Stratford Complex (63-020-24)

T24N, R05W, SEC. 6; T24N, R05W, SEC. 7; T24N, R06W, SEC. 12; Missaukee

In response to the notice of sale to be held 3:00 p.m. (local time) on April 16, 2025, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

| PRODUCTS & SPECIES | ESTIMATED VOLUME* | <u>AD</u> | VERTISED PRICE | <b>BID PRICE/UNIT</b> |
|--------------------|-------------------|-----------|----------------|-----------------------|
| Sawtimber          |                   |           |                |                       |
| Mixed Aspen        | 379.8 MBF         | \$        | 105.00/MBF     | \$                    |
| Mixed Oak          | 53.8 MBF          | \$        | 133.00/MBF     | \$                    |
| Red Maple          | 69.7 MBF          | \$        | 106.00/MBF     | \$                    |
| Red Pine           | 32.3 MBF          | \$        | 108.00/MBF     | \$                    |
| White Pine         | 46.9 MBF          | \$        | 75.00/MBF      | \$                    |
| Pulpwood           |                   |           |                |                       |
| Balsam Fir         | 52 Cords          | \$        | 35.65/Cord     | \$                    |
| Black Spruce       | 21 Cords          | \$        | 13.70/Cord     | \$                    |
| Mixed Aspen        | 1,892 Cords       | \$        | 27.05/Cord     | \$                    |
| Mixed Hardwood     | 1,147 Cords       | \$        | 20.25/Cord     | \$                    |
| Mixed Oak          | 149 Cords         | \$        | 42.20/Cord     | \$                    |
| Red Pine           | 27 Cords          | \$        | 50.55/Cord     | \$                    |
| White Pine         | 172 Cords         | \$        | 29.30/Cord     | \$                    |
|                    |                   |           |                |                       |

\*The volumes are statistically estimated within plus (+) or minus (-) 11.62 percent at 95% confidence level. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

I understand that any or all bids may be rejected. All bids must be signed and all bid items must be bid or the bid form may be rejected. I also understand that consideration and awarding a contract will be based upon my past performance and ability to complete the contract based upon equipment and staffing subject to my control.

|   | FEDERAL ID:   | or SOCIAL SE | CURITY NUMBER: |  |  |
|---|---|--------------|----------------|--|--|
|   | Company or individual bidding:                        |              |                |  |  |
|   | Company representative's name:                        |              |                |  |  |
|   | Address:  |              |                |  |  |
|   | City:   | State:       | Zip:           |  |  |
| F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX. |   |              |                |  |  |
| ndividual   | dividual or company representative's signature: Date: |              |                |  |  |
| hone nu   | one number : Email (optional):                        |              |                |  |  |

THE WINNING BIDDER MUST COMPLETE THE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE (ON REVERSE SIDE IF DOUBLE SIDED) WITHIN 21 DAYS OF SALE AWARD DATE



#### Michigan Department of Natural Resources Forest Resources Division

# TIMBER SALE **VERIFICATION OF WORKER'S DISABILITY** COMPENSATION ACT COMPLIANCE

| FOR DEPARTMENT USE ONLY          |
|----------------------------------|
| Sale Number (XX – XXX – XX – XX) |
| Forest Management Unit:          |

As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 5 of Act 451 of 1994, as amended.

# **VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE**

- This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.

| •          | In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract. |   |  |  |
|------------|---|---|--|--|
| •          | All Information must be typed or printed except for written signatures.   |   |  |  |
| Ple        | lease Check Appropriate Categories:   |   |  |  |
| 1.         | <ul> <li>My business is organized as (you must check one of the A. ☐ Sole Proprietorship (individual)</li> <li>B. ☐ Partnership</li> <li>C. ☐ Corporation</li> </ul>  | ne boxes below):  |  |  |
| 2.         | . You <b>must</b> check <u>one</u> of the boxes below:  |   |  |  |
|            | A.  I certify my business is a sole proprietorship and it has a Worker's Compensation Laws.   | no employees but the sole proprietor. I am not subject to the   |  |  |
|            | B.   I certify my business has satisfied its o bligation to the V   | Worker's Compensation Act through the use of an approved Notice of of the Notice of Exclusion within 21 days of the contract award. (For /orker's Compensation Bureau at 517-322-1195). |  |  |
|            | C.   I certify my business has a Worker's Compensation Polone (21) days of the contract award.  | licy. I will provide an original Certificate of Insurance within twenty-  |  |  |
| 3.         | . If you have checked item 2(A) or 2(B), you <b>must</b> indic than yourself, including family members and active part  | cate the number of <b>both</b> full-time and part-time employees, other tners (if none, you must enter "0").  |  |  |
|            | Full-time Employees   | Part-time Employees   |  |  |
| Nam        | ame of Business   | Federal ID (or) Social Security No.   |  |  |
| Add        | Idress  | Telephone ( )   |  |  |
| City       | ty State  | ZIP   |  |  |
| in fa<br>_ | factors affecting my coverage during any of my present ar   | tt. I agree to notify the Michigan DNR of any changes that occur<br>nd future operations.   |  |  |
| S          | Signature of Owner or Authorized Representative   |   |  |  |
| T          | Title   | Date  |  |  |
|            |   |   |  |  |

Please complete the "SEALED BID" information on the next page

PR 4031-5 (Rev. 10/30/2012)

#### **BID FORM**

CADILLAC MANAGEMENT UNIT BALDWIN OFFICE

# GNA2 Sundown (63-806-24)

T20N, R11W, SEC. 10; T20N, R11W, SEC. 9; Lake COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on April 16, 2025, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

| PRODUCTS & SPECIES | <u>ESTIMATED</u> | VOLUME* | <u>AD</u> | <u>VERTISED PRICE</u> | BID PRICE/UNI |
|--------------------|------------------|---------|-----------|-----------------------|---------------|
| Sawtimber          |                  |         |           |                       |               |
| Red Maple          | 57.3             | MBF     | \$        | 88.00/MBF             | \$            |
| Red Pine           | 554.8            | MBF     | \$        | 90.00/MBF             | \$            |
| Pulpwood           |                  |         |           |                       |               |
| Mixed Aspen        | 55               | Cords   | \$        | 22.50/Cord            | \$            |
| Mixed Hardwood     | 273              | Cords   | \$        | 16.85/Cord            | \$            |
| Red Pine           | 3,883            | Cords   | \$        | 42.15/Cord            | \$            |

\*The volumes are statistically estimated within plus (+) or minus (-) 17.46 percent at 95% confidence level. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

I understand that any or all bids may be rejected. All bids must be signed and all bid items must be bid or the bid form may be rejected. I also understand that consideration and awarding a contract will be based upon my past performance and ability to complete the contract based upon equipment and staffing subject to my control.

FEDERAL ID: \_\_\_\_ - \_\_\_ or SOCIAL SECURITY NUMBER: \_\_\_ - \_\_ - \_\_\_ -

|            | Company or individual bidding:  |          |            |  |  |
|------------|---|----------|------------|--|--|
|            | Company representative's name:  |          |            |  |  |
|            | Address:  |          |            |  |  |
|            | City:   | State:   | Zip:       |  |  |
| IF AVAILA  | F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX. |          |            |  |  |
| Individual | ual or company representative's signature: Date:  |          |            |  |  |
| Phone nu   | ımber :   | Email (c | optional): |  |  |

THE WINNING BIDDER MUST COMPLETE THE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE (ON REVERSE SIDE IF DOUBLE SIDED) WITHIN 21 DAYS OF SALE AWARD DATE



#### Michigan Department of Natural Resources Forest Resources Division

# TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

| FOR DEPARTMENT USE ONLY          |  |  |
|----------------------------------|--|--|
| Sale Number (XX – XXX – XX – XX) |  |  |
|                                  |  |  |
| Forest Management Unit:          |  |  |
|                                  |  |  |

As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 5 of Act 451 of 1994, as amended.

Signature of Owner or Authorized Representative

Title

|         | Part 5 of Act 451 of 1994, as amended.   |                      |   |  |  |
|---------|--|----------------------|---|--|--|
| VE      | VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE  |                      |   |  |  |
| •       | This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.  |                      |   |  |  |
| •       | In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.      |                      |   |  |  |
| •       | All Information must be typed or printed   | except for written s | ignatures.  |  |  |
| Ple     | ase Check Appropriate Categories:  |                      |   |  |  |
| 1.      | <ul> <li>My business is organized as (you must check one of the boxes below):</li> <li>A. □ Sole Proprietorship (individual)</li> <li>B. □ Partnership</li> <li>C. □ Corporation</li> </ul>                                      |                      |   |  |  |
| 2.      | <ul> <li>You must check one of the boxes below:</li> <li>A.</li></ul>  |                      |   |  |  |
| 3.      | 3. If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0"). |                      |   |  |  |
|         | Full-time En   | nployees             | Part-time Employees   |  |  |
| Nam     | Name of Business Federal ID (or) Social Security No.   |                      |   |  |  |
| Address |  |                      | Telephone ( )   |  |  |
| City    |  | State                | ZIP   |  |  |
|         | reby certify that the above information is actors affecting my coverage during any c   |                      | I agree to notify the Michigan DNR of any changes that occur future operations. |  |  |

Please complete the "SEALED BID" information on the next page

Date

PR 4031-5 (Rev. 10/30/2012)